

**IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE EASTERN DISTRICT OF PENNSYLVANIA**

Robert M. Cole	<u>Debtor(s)</u>	CHAPTER 13
United Asset Management, LLC	<u>Movant</u>	
vs.		NO. 20-11713 PMM
Robert M. Cole	<u>Debtor(s)</u>	
Scott F. Waterman	<u>Trustee</u>	11 U.S.C. Section 362

**STIPULATION**

AND NOW, it is hereby stipulated and agreed by and between the undersigned as follows:

1. Movant<sup>1</sup> holds a secured claim on the Property located at 3021 Penn Allen Road, Nazareth, PA 18064 in the amount of \$9,474.20.
2. Movant's claim matures during the course of Debtor's bankruptcy, so Debtor intends to pay the total debt in full over the course of the bankruptcy plan at 6.5% interest for a total of \$11,443.00.
3. In the event that Debtor's Plan is not confirmed prior to July 15, 2021, Debtor and Movant agree that the Chapter 13 Trustee is authorized to make pre-confirmation disbursements to Movant in the amount of \$238.56, to the address listed in Movant's filed Proof of Claim, beginning with the disbursement immediately following July 15, 2021.
4. Any disbursements received by Movant shall be applied towards Movant's total debt claim.

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<sup>1</sup> The underlying claim, Claim 13-1, has recently been transferred, and Movant is concurrently in the process of filing a Transfer of Claim to the new Movant.

5. In the event that Debtor fails to file an Amended Plan on or before June 20, 2021, with the terms stated in Section 2, the Movant may file a Certification of Default with the Court and the Court shall enter an Order granting the Movant relief from the automatic stay.

6. Additionally, Movant may contact Debtor via telephone or written correspondence to discuss potential forbearance agreements, loan modifications, refinance agreements or other loan workout/loss mitigation agreements without these communications being a violation of the automatic stay.

7. The stay provided by Bankruptcy Rule 4001(a)(3) is waived.

8. If the case is converted to Chapter 7, the Movant may file a Certification of Default with the court and the court shall enter an order granting the Movant relief from the automatic stay.

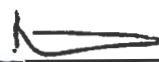
9. If the instant bankruptcy is terminated by either dismissal or discharge, this agreement shall be null and void, and is not binding upon the parties.

10. The parties agree that a facsimile signature shall be considered an original signature.

Date: June 10, 2021

/s/Rebecca A. Solarz Esq.  
Rebecca A. Solarz Esq.  
Attorney for Movant

Date: 6/13/2021

  
David S. Gellert Esq.  
Attorney for Debtor(s)

Date: 6/16/21

  
Scott Waterman Esq.  
Chapter 13 Trustee

Approved by the Court this \_\_\_\_ day of \_\_\_\_\_, 2021. However, the court retains discretion regarding entry of any further order.

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**Bankruptcy Judge**  
Patricia M. Mayer